

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of: Mielke et al. Confirmation No. 3626  
Serial No.: 10/579,817  
U.S. National Phase of: PCT/US04/38438  
Examiner: To be assigned  
For: **REACTIVE HYDROXYLATED AND CARBOXYLATED  
POLYMERS FOR USE AS ADHESION PROMOTERS**

Mail Stop Missing Parts  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**PETITION TO PROCEED WITHOUT  
INVENTOR PARTICIPATION UNDER 37 CFR § 1.47(a)**

Applicants herewith submit this Petition under 37 CFR § 1.47(a) for a ruling that the above-referenced application may be properly made without the signature of non-signing joint inventor Mark John Lindsey. A Petition under 37 CFR § 1.47(a) requires: (1) proof of the pertinent facts, (2) the fee set forth in 37 CFR § 1.17(g), and (3) the last known address of the non-signing inventor.

This Petition is being submitted concurrently with a Declaration and Power of Attorney (with the signature block for the non-signing inventor left blank) executed by the other co-inventors. The accompanying Declaration and Power of Attorney sets forth the last known address of the non-signing inventor, Mark John Lindsey, namely: 17 Academy Road, Morris Plains, NJ 07950.

Mr. Lindsey has refused to sign the Declaration and Power of Attorney by failing to return the executed documents despite repeated attempts to obtain his signature.

The specific facts and documentary proof thereof setting forth Mr. Lindsey's refusal to execute the Declaration and Power of Attorney and Assignment are set forth in the accompanying

Statement of Alexander Migirov, a paralegal with Kramer Levin Naftalis & Frankel LLP.

Enclosed with Mr. Migirov's Statement are Exhibits documenting the diligent efforts which were made to obtain the signature of the non-signing inventor.

Applicants submit that the accompanying Statement of Mr. Migirov and the attached Exhibits establish that the non-signing inventor, Mark John Lindsey, refuses to participate in the prosecution of the above-referenced application, and that Applicants should be permitted to prosecute the application to protect the interest of the other joint inventor.

Applicants maintain that all of the requirements to proceed with this application under 37 CFR § 1.47(a) have been met, namely the submission of the oath and declaration signed by the cooperative inventor and the submission of the instant Petition including proof of the pertinent facts, the fee set forth in 37 CFR § 1.17(g), and the last known address of the non-signing inventor. Therefore, favorable consideration of this Petition is earnestly solicited.

The Director is hereby authorized to charge Deposit Account No. 50-0540 in the amount of \$200.00 for payment of the required fee for this petition under 37 CFR § 1.17(g). In addition, the Director is authorized to charge any such fee(s) or credit any overpayment(s) as may be deemed necessary for the entry of this Petition to Deposit Account No. 50-0540. A duplicate copy of this Petition is provided herewith.

Respectfully submitted,

KRAMER LEVIN NAFTALIS & FRANKEL LLP  
Attorneys for Applicants

Date: October 23, 2007

/Charles Achkar/  
Charles Achkar, Reg. No. 43,311  
Kramer Levin Naftalis & Frankel LLP  
1177 Avenue of the Americas  
New York, New York 10036  
Tel. (212) 715-9100  
Fax (212) 715-8000

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of: Mielke et al. Confirmation No. 3626  
Serial No.: 10/579,817  
U.S. National Phase of: PCT/US04/38438  
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POLYMERS FOR USE AS ADHESION PROMOTERS**

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**STATEMENT OF ALEXANDER MIGIROV IN SUPPORT OF PETITION TO PROCEED  
WITHOUT INVENTOR PARTICIPATION UNDER 37 CFR § 1.47(a)**

1. My name is Alexander Migirov and I am a paralegal with Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036, telephone no. (212) 715-7519, the attorneys of record for the above identified application.
2. On June 21, 2007 I caused a complete copy of the application (specification, claims, drawings, Declaration and Power of Attorney and Assignment) to be sent to the non-signing inventor, Mark John Lindsey, via first class mail to his last known residence address, i.e., Mark John Lindsey, 17 Academy Road, Morris Plains, NJ 07950. A copy of the letter and enclosures is attached as Exhibit 1.
3. On September 10, 2007 I caused a complete copy of the application (specification, claims, drawings, Declaration and Power of Attorney and Assignment) to be sent to the non-signing inventor, Mark John Lindsey, via first class mail to his last known residence address, i.e., Mark John Lindsey, 17 Academy Road, Morris Plains, NJ 07950. A copy of the letter and enclosures is attached as Exhibit 2.

4. Also attached as Exhibit 3 is a copy of the letter and enclosures from Ms. Christa De Mark, who is a paralegal with Sun Chemical Corporation, which is the Assignee of the above-identified application. The letter with the attached Assignment document and the Declaration/Power of Attorney is directed to Mr. Lindsey's last known residence address, i.e., Mark John Lindsey, 17 Academy Road, Morris Plains, NJ 07950.

5. To date, Mr. Lindsey has failed to return the executed documents despite repeated attempts to obtain his signature. Mr. Lindsey's residence address was provided to us by his former employer, Sun Chemical Corporation, assignee hereof.

6. The above-identified US application is a US national phase application of PCT/US04/38438. A front page of the PCT publication of this application is attached as Exhibit 4. As evidenced from the front page of the PCT publication of PCT/US04/38438, the Sun Chemical Corporation is listed as the applicant on the PCT application. The front page of the PCT publication of PCT/US04/38438 also lists 17 Academy Road, Morris Plains, NJ 07950 as the residence address for Mr. Lindsey.

7. Mr. Lindsey had a contractual duty with Sun Chemical Corporation, his employer, to assist Sun Chemical Corporation to obtain patents and execute any documents that Sun Chemical Corporation may reasonably request for use in obtaining such patents, pursuant to Section 3 of his Technical Information Agreement. A true and correct copy of said Technical Information Agreement is attached as Exhibit 5.

8. Based on the foregoing facts and circumstances, Mr. Lindsey, having received three (3) complete copies of the application and a formal request to execute the Declaration and Power of Attorney, on each of three separate occasions, has nonetheless refused to sign said Declaration and Power of Attorney for the above identified application.

Dated: October 23, 2007

/Alexander Migirov/  
Alexander Migirov  
Reg. No. 53,326

## EXHIBIT 1

KRAMER LEVIN NAFTALIS & FRANKEL LLP

ALEXANDER MIGIROV  
PARALEGAL  
PHONE 212-715-7519  
FAX 212-715-8000  
AMIGIROV@KRAMERLEVIN.COM

June 21, 2007

Mark Lindsey  
17 Academy Road  
Morris Plains, NJ 07950

Re: US Application Serial No.: 10/579,817  
REACTIVE HYDROXYLATED AND CARBOXYLATED POLYMERS FOR USE AS  
ADHESION PROMOTERS  
Our Ref.: 058653/01042

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Dear Mr. Lindsey:

Enclosed is a copy of the above-identified application as filed on May 16, 2006. Also enclosed is the Declaration/Power of Attorney and Assignment forms for this application.

Please review the application. After reviewing the application, please sign and date the Declaration/Power of Attorney and Assignment forms where indicated and have them returned to us as soon as possible. The final deadline to file the signed Declaration with the US PTO is October 23, 2007.

Best regards,



Alexander Migirov  
Paralegal

Enclosures

**DECLARATION AND POWER OF ATTORNEY**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

This declaration is of the following type: (check one) ☐ original; ☐ design ☐ supplemental; ☒ national stage of PCT

I believe I am the original, first and sole inventor (*if only one name is listed below*) or an original, first and joint inventor (*if multiple names are listed below*) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**REACTIVE HYDROXYLATED AND CARBOXYLATED POLYMERS FOR USE AS  
ADHESION PROMOTERS**

the specification of which: (check one) ☐ is attached hereto; ☐ was filed on \_\_\_\_\_ as Application Serial No. \_\_\_\_\_ and is/was amended on \_\_\_\_\_ (*if applicable*); ☒ was described and claimed in PCT International Application No. PCT/US2004/038438 filed on November 16, 2004 as amended under PCT Article 19 on \_\_\_\_\_ (*if any*).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the patentability of this application as defined in Title 37, Code of Federal Regulations, § 1.56.

I hereby identify and claim priority to, and the benefit of, the filing dates to the following applications below under the following provisions:

(i) Title 35, United States Code §§ 119(a)-(d) or §§ 365(a)-(b) of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America, filed within 12 months (6 months for design) prior to this application;

(ii) Title 35, United States Code, § 119(e) of any United States provisional application(s); and/or

(iii) Title 35, United States Code, § 120 of any United States application(s), or § 365(c) of any PCT International Application designating the United States of America and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT international application in the manner provided by the first paragraph of Title 35, United States Code, § 112:

<u>PCT/US2004/038438</u>	<u>November 16, 2004</u>	<u>pending</u>
(Application Serial No.)	(Filing date)	(patent, pending, abandoned)
<u>60/520,966</u>	<u>November 17, 2003</u>	<u>expired</u>
(Application Serial No.)	(Filing date)	(patent, pending, abandoned)
<hr/>		
(Application Serial No.)	(Filing date)	(patent, pending, abandoned)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

And I hereby appoint all of the firm of Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, including all of the attorneys of **CUSTOMER NO. 31013** as my attorneys with full powers of substitution and revocation, to complete this document by adding the serial number of our application, to prosecute this application, to make alterations and amendments therein, to file continuation and divisional applications thereof, to receive the Patent, and to transact all business in the Patent and Trademark Office and in the Courts in connection therewith, and specify that all communications about the application are to be directed to the correspondence address of **CUSTOMER NO. 31013**.

Wherefore I pray that Letters Patent be granted to me for the invention or discovery described and claimed in the foregoing specification and claims, and I hereby subscribe my name to the foregoing specification and claims, declaration, power of attorney, and this petition.

INVENTOR(S):

Full name of first inventor:	<b>Mark Andreas Mielke</b>
Residence:	283 Main Street, Ridgefield Park, NJ 07660
Citizenship:	DE
Post Office address:	same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of second inventor:	<b>Mathew Charles Mathew</b>
Residence:	24 Bryand Avenue, Bloomfield, NJ 07003
Citizenship:	GB
Post Office address:	same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_



Full name of third inventor: **William P. Keaveney**  
Residence: 520-204 Newark-Pompton Turnpike, Pompton Plains, NJ  
07444  
Citizenship: US  
Post Office address: same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of fourth inventor: **Richard John Czarnecki**  
Residence: 55 Atherton Court, Wayne, NJ 07470  
Citizenship: US  
Post Office address: same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of fifth inventor: **William Ford Wilson**  
Residence: 51 Post Avenue, Hawthorne, NJ 07506  
Citizenship: GB  
Post Office address: same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of sixth inventor: **Mark John Lindsey**  
Residence: 17 Academy Road, Morris Plains, NJ 07950  
Citizenship: GB  
Post Office address: same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of seventh inventor: **Ralph Francis Arcurio**  
Residence: 10 Linvale Lane, Bridgewater, NJ 08807  
Citizenship: US  
Post Office address: same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ASSIGNMENT

WHEREAS we, **Mark Andreas Mielke**, a citizen of Germany, residing at 283 Main Street, Ridgefield Park, NJ 07660; **Mathew Charles Mathew**, a citizen of Great Britain, residing at 24 Bryand Avenue, Bloomfield, NJ 07003; **William P. Keaveney**, a citizen of the United States of America, residing at 520-204 Newark-Pompton Turnpike, Pompton Plains, NJ 07444; **Richard John Czarnecki**, a citizen of the United States of America, residing at 55 Atherton Court, Wayne, NJ 07470 ; and **William Ford Wilson**, a citizen of Great Britain, residing at 51 Post Avenue, Hawthorne, NJ 07506; **Mark John Lindsey**, a citizen of the United States of America, residing at 17 Academy Road, Morris Plains, NJ 07950 and **Ralph Francis Arcurio**, a citizen of the United States of America, residing at 10 Linvale Lane, Bridgewater, NJ 08807 (hereinafter referred to as the "ASSIGNORS"), have invented certain new and useful improvements in **REACTIVE HYDROXYLATED AND CARBOXYLATED POLYMERS FOR USE AS ADHESION PROMOTERS** for which a PCT International application no. **PCT/US2004/038438** was filed on **November 16, 2004** and whereas **SUN CHEMICAL CORPORATION**, a corporation having an office and principal place of business at 35 Waterview Boulevard, Parsippany, New Jersey 07054-1285 (hereinafter referred to as the "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the improvements and the application;

NOW, THEREFORE, for good and valuable consideration paid by ASSIGNEE to ASSIGNORS, the receipt of which is hereby acknowledged, ASSIGNORS have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the application and all divisions, renewals, substitutes and continuations thereof, and all Letters Patent of the United States that may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent and any legal equivalent thereof, including the right to claim priority, that have been or may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent and any legal equivalent thereof that may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by ASSIGNORS if this Assignment had not been made, to the end of the term or terms for which any Letters Patent and any legal equivalent thereof may be granted;

AND ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNORS HEREBY covenant that ASSIGNORS have the full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith.

AND ASSIGNORS HEREBY further covenant and agree that ASSIGNORS will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNORS respecting the improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the improvements in all countries.

IN TESTIMONY WHEREOF, ASSIGNORS have set their hands and seal to this Assignment.

## Mark Andreas Mielke

Date \_\_\_\_\_

STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me appeared **Mark Andreas Mielke** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public



**William P. Keaveney**

**Date**

STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me appeared **William P. Keaveney** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public





**Mark John Lindsey**

**Date**

STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me appeared **Mark John Lindsey** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public





## EXHIBIT 2

KRAMER LEVIN NAFTALIS & FRANKEL LLP

ALEXANDER MIGIROV  
PARALEGAL  
PHONE 212-715-7519  
FAX 212-715-8000  
AMIGIROV@KRAMERLEVIN.COM

September 10, 2007

Mark Lindsey  
17 Academy Road  
Morris Plains, NJ 07950

Re: US Application Serial No.: 10/579,817  
REACTIVE HYDROXYLATED AND CARBOXYLATED POLYMERS FOR USE AS  
ADHESION PROMOTERS  
Our Ref.: 058653/01042


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Dear Mr. Lindsey:

Enclosed is a copy of the above-identified application as filed on May 16, 2006. Also enclosed is the Declaration/Power of Attorney and Assignment forms for this application.

Please review the application. After reviewing the application, please sign and date the Declaration/Power of Attorney and Assignment forms where indicated and have them returned to us as soon as possible. The final deadline to file the signed Declaration with the US PTO is October 23, 2007.

Best regards,

  
Alexander Migirov  
Paralegal

Enclosures

**DECLARATION AND POWER OF ATTORNEY**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

This declaration is of the following type: (*check one*) ☐ original; ☐ design ☐ supplemental; ☒ national stage of PCT

I believe I am the original, first and sole inventor (*if only one name is listed below*) or an original, first and joint inventor (*if multiple names are listed below*) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**REACTIVE HYDROXYLATED AND CARBOXYLATED POLYMERS FOR USE AS  
ADHESION PROMOTERS**

the specification of which: (*check one*) ☐ is attached hereto; ☐ was filed on \_\_\_\_\_ as Application Serial No. \_\_\_\_\_ and is/was amended on \_\_\_\_\_ (*if applicable*); ☒ was described and claimed in PCT International Application No. **PCT/US2004/038438** filed on **November 16, 2004** as amended under PCT Article 19 on \_\_\_\_\_ (*if any*).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the patentability of this application as defined in Title 37, Code of Federal Regulations, § 1.56.

I hereby identify and claim priority to, and the benefit of, the filing dates to the following applications below under the following provisions:

(i) Title 35, United States Code §§ 119(a)-(d) or §§ 365(a)-(b) of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America, filed within 12 months (6 months for design) prior to this application;

(ii) Title 35, United States Code, § 119(e) of any United States provisional application(s); and/or

(iii) Title 35, United States Code, § 120 of any United States application(s), or § 365(c) of any PCT International Application designating the United States of America and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT international application in the manner provided by the first paragraph of Title 35, United States Code, § 112:

<u>PCT/US2004/038438</u>	<u>November 16, 2004</u>	<u>pending</u>
(Application Serial No.)	(Filing date)	(patent, pending, abandoned)

<u>60/520,966</u>	<u>November 17, 2003</u>	<u>expired</u>
(Application Serial No.)	(Filing date)	(patent, pending, abandoned)

(Application Serial No.)	(Filing date)	(patent, pending, abandoned)
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I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

And I hereby appoint all of the firm of Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, including all of the attorneys of **CUSTOMER NO. 31013** as my attorneys with full powers of substitution and revocation, to complete this document by adding the serial number of our application, to prosecute this application, to make alterations and amendments therein, to file continuation and divisional applications thereof, to receive the Patent, and to transact all business in the Patent and Trademark Office and in the Courts in connection therewith, and specify that all communications about the application are to be directed to the correspondence address of **CUSTOMER NO. 31013**.

Wherefore I pray that Letters Patent be granted to me for the invention or discovery described and claimed in the foregoing specification and claims, and I hereby subscribe my name to the foregoing specification and claims, declaration, power of attorney, and this petition.

INVENTOR(S):

Full name of first inventor:	<b>Mark Andreas Mielke</b>
Residence:	283 Main Street, Ridgefield Park, NJ 07660
Citizenship:	DE
Post Office address:	same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of second inventor:	<b>Mathew Charles Mathew</b>
Residence:	24 Bryand Avenue, Bloomfield, NJ 07003
Citizenship:	GB
Post Office address:	same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of third inventor: **William P. Keaveney**  
Residence: 520-204 Newark-Pompton Turnpike, Pompton Plains, NJ  
07444  
Citizenship: US  
Post Office address: same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of fourth inventor: **Richard John Czarnecki**  
Residence: 55 Atherton Court, Wayne, NJ 07470  
Citizenship: US  
Post Office address: same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of fifth inventor: **William Ford Wilson**  
Residence: 51 Post Avenue, Hawthorne, NJ 07506  
Citizenship: GB  
Post Office address: same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of sixth inventor: **Mark John Lindsey**  
Residence: 17 Academy Road, Morris Plains, NJ 07950  
Citizenship: GB  
Post Office address: same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of seventh inventor: **Ralph Francis Arcurio**  
Residence: 10 Linvale Lane, Bridgewater, NJ 08807  
Citizenship: US  
Post Office address: same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ASSIGNMENT

WHEREAS we, **Mark Andreas Mielke**, a citizen of Germany, residing at 283 Main Street, Ridgefield Park, NJ 07660; **Mathew Charles Mathew**, a citizen of Great Britain, residing at 24 Bryand Avenue, Bloomfield, NJ 07003; **William P. Keaveney**, a citizen of the United States of America, residing at 520-204 Newark-Pompton Turnpike, Pompton Plains, NJ 07444; **Richard John Czarnecki**, a citizen of the United States of America, residing at 55 Atherton Court, Wayne, NJ 07470 ; and **William Ford Wilson**, a citizen of Great Britain, residing at 51 Post Avenue, Hawthorne, NJ 07506; **Mark John Lindsey**, a citizen of the United States of America, residing at 17 Academy Road, Morris Plains, NJ 07950 and **Ralph Francis Arcurio**, a citizen of the United States of America, residing at 10 Linvale Lane, Bridgewater, NJ 08807 (hereinafter referred to as the "ASSIGNORS"), have invented certain new and useful improvements in **REACTIVE HYDROXYLATED AND CARBOXYLATED POLYMERS FOR USE AS ADHESION PROMOTERS** for which a PCT International application no. **PCT/US2004/038438** was filed on **November 16, 2004** and whereas **SUN CHEMICAL CORPORATION**, a corporation having an office and principal place of business at 35 Waterview Boulevard, Parsippany, New Jersey 07054-1285 (hereinafter referred to as the "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the improvements and the application;

NOW, THEREFORE, for good and valuable consideration paid by ASSIGNEE to ASSIGNORS, the receipt of which is hereby acknowledged, ASSIGNORS have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the application and all divisions, renewals, substitutes and continuations thereof, and all Letters Patent of the United States that may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent and any legal equivalent thereof, including the right to claim priority, that have been or may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent and any legal equivalent thereof that may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by ASSIGNORS if this Assignment had not been made, to the end of the term or terms for which any Letters Patent and any legal equivalent thereof may be granted;

AND ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNORS HEREBY covenant that ASSIGNORS have the full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith.

AND ASSIGNORS HEREBY further covenant and agree that ASSIGNORS will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNORS respecting the improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the improvements in all countries.

IN TESTIMONY WHEREOF, ASSIGNORS have set their hands and seal to this Assignment.

## Mark Andreas Mielke

Date \_\_\_\_\_

STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me appeared **Mark Andreas Mielke** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public



## Mathew Charles Mathew

**Date**

STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me appeared **Mathew Charles Mathew** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

---

**William P. Keaveney**

**Date**

STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me appeared **William P. Keaveney** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public







### Ralph Francis Arcurio

Date \_\_\_\_\_

STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me appeared **Ralph Francis Arcurio** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

## EXHIBIT 3

# SunChemical®

Sun Chemical Corporation  
35 Waterview Boulevard  
Parsippany NJ 07054-1285 USA  
Tel +1 973 404 6000  
Fax +1 973 404 6001  
[www.sunchemical.com](http://www.sunchemical.com)

August 13, 2007

Mark Lindsey  
17 Academy Road  
Morris Plains, NJ 07950

Dear Mr. Lindsey,

Attached are the following documents associated with C-522 US, on which you are listed as an inventor:

1. Assignment; and
2. Power of Attorney

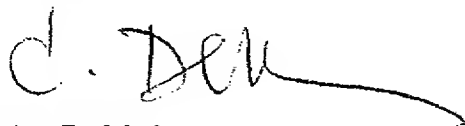
As there is a filing deadline associated with this matter , please sign and mail hard copies of both directly to our outside counsel's office, Kramer Levin, NYC to the attention of Alex Migirov, in the DHL envelope provided.

Please note that these documents do NOT require notarization.

Could you also please email or call me to let me know that you have received this package?

Thank you for your prompt attention to this matter.

Best Regards,



Christa De Mark  
Paralegal  
Sun Chemical - Legal Department  
Tel.: 973 404-6328  
Email: [christa.demark@sunchemical.com](mailto:christa.demark@sunchemical.com)



**DECLARATION AND POWER OF ATTORNEY**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

This declaration is of the following type: *(check one)* ☐ original; ☐ design ☐ supplemental; ☒ national stage of PCT

I believe I am the original, first and sole inventor *(if only one name is listed below)* or an original, first and joint inventor *(if multiple names are listed below)* of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**REACTIVE HYDROXYLATED AND CARBOXYLATED POLYMERS FOR USE AS  
ADHESION PROMOTERS**

the specification of which: *(check one)* ☐ is attached hereto; ☐ was filed on \_\_\_\_\_ as Application Serial No. \_\_\_\_\_ and is/was amended on \_\_\_\_\_ *(if applicable)*; ☒ was described and claimed in PCT International Application No. **PCT/US2004/038438** filed on **November 16, 2004** as amended under PCT Article 19 on \_\_\_\_\_ *(if any)*.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the patentability of this application as defined in Title 37, Code of Federal Regulations, § 1.56.

I hereby identify and claim priority to, and the benefit of, the filing dates to the following applications below under the following provisions:

(i) Title 35, United States Code §§ 119(a)-(d) or §§ 365(a)-(b) of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America, filed within 12 months (6 months for design) prior to this application;

(ii) Title 35, United States Code, § 119(e) of any United States provisional application(s); and/or

(iii) Title 35, United States Code, § 120 of any United States application(s), or § 365(c) of any PCT International Application designating the United States of America and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT international application in the manner provided by the first paragraph of Title 35, United States Code, § 112:

<u>PCT/US2004/038438</u>	<u>November 16, 2004</u>	<u>pending</u>
(Application Serial No.)	(Filing date)	(patent, pending, abandoned)
<u>60/520,966</u>	<u>November 17, 2003</u>	<u>expired</u>
(Application Serial No.)	(Filing date)	(patent, pending, abandoned)
<hr/>		
(Application Serial No.)	(Filing date)	(patent, pending, abandoned)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

And I hereby appoint all of the firm of Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, including all of the attorneys of **CUSTOMER NO. 31013** as my attorneys with full powers of substitution and revocation, to complete this document by adding the serial number of our application, to prosecute this application, to make alterations and amendments therein, to file continuation and divisional applications thereof, to receive the Patent, and to transact all business in the Patent and Trademark Office and in the Courts in connection therewith, and specify that all communications about the application are to be directed to the correspondence address of **CUSTOMER NO. 31013**.

Wherefore I pray that Letters Patent be granted to me for the invention or discovery described and claimed in the foregoing specification and claims, and I hereby subscribe my name to the foregoing specification and claims, declaration, power of attorney, and this petition.

INVENTOR(S):

Full name of first inventor:	<b>Mark Andreas Mielke</b>
Residence:	283 Main Street, Ridgefield Park, NJ 07660
Citizenship:	DE
Post Office address:	same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of second inventor:	<b>Mathew Charles Mathew</b>
Residence:	24 Bryand Avenue, Bloomfield, NJ 07003
Citizenship:	GB
Post Office address:	same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of third inventor: **William P. Keaveney**  
Residence: 520-204 Newark-Pompton Turnpike, Pompton Plains, NJ  
07444  
Citizenship: US  
Post Office address: same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of fourth inventor: **Richard John Czarnecki**  
Residence: 55 Atherton Court, Wayne, NJ 07470  
Citizenship: US  
Post Office address: same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of fifth inventor: **William Ford Wilson**  
Residence: 51 Post Avenue, Hawthorne, NJ 07506  
Citizenship: GB  
Post Office address: same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of sixth inventor: **Mark John Lindsey**  
Residence: 17 Academy Road, Morris Plains, NJ 07950  
Citizenship: GB  
Post Office address: same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Full name of seventh inventor: **Ralph Francis Arcurio**  
Residence: 10 Linvale Lane, Bridgewater, NJ 08807  
Citizenship: US  
Post Office address: same

Inventor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of: Mielke et al. Confirmation No. 3626  
Serial No.: 10/579,817  
U.S. National Phase of: PCT/US04/38438  
Examiner: To be assigned  
For: **REACTIVE HYDROXYLATED AND CARBOXYLATED  
POLYMERS FOR USE AS ADHESION PROMOTERS**

Mail Stop Missing Parts  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**STATEMENT OF ALEXANDER MIGIROV IN SUPPORT OF PETITION TO PROCEED  
WITHOUT INVENTOR PARTICIPATION UNDER 37 CFR § 1.47(a)**

1. My name is Alexander Migirov and I am a paralegal with Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036, telephone no. (212) 715-7519, the attorneys of record for the above identified application.

2. On June 21, 2007 I caused a complete copy of the application (specification, claims, drawings, Declaration and Power of Attorney and Assignment) to be sent to the non-signing inventor, Mark John Lindsey, via first class mail to his last known residence address, i.e., Mark John Lindsey, 17 Academy Road, Morris Plains, NJ 07950. A copy of the letter and enclosures is attached as Exhibit 1.

3. On September 10, 2007 I caused a complete copy of the application (specification, claims, drawings, Declaration and Power of Attorney and Assignment) to be sent to the non-signing inventor, Mark John Lindsey, via first class mail to his last known residence address, i.e., Mark John Lindsey, 17 Academy Road, Morris Plains, NJ 07950. A copy of the letter and enclosures is attached as Exhibit 2.

4. Also attached as Exhibit 3 is a copy of the letter and enclosures from Ms. Christa De Mark, who is a paralegal with Sun Chemical Corporation, which is the Assignee of the above-identified application. The letter with the attached Assignment document and the Declaration/Power of Attorney is directed to Mr. Lindsey's last known residence address, i.e., Mark John Lindsey, 17 Academy Road, Morris Plains, NJ 07950.

5. To date, Mr. Lindsey has failed to return the executed documents despite repeated attempts to obtain his signature. Mr. Lindsey's residence address was provided to us by his former employer, Sun Chemical Corporation, assignee hereof.

6. The above-identified US application is a US national phase application of PCT/US04/38438. A front page of the PCT publication of this application is attached as Exhibit 4. As evidenced from the front page of the PCT publication of PCT/US04/38438, the Sun Chemical Corporation is listed as the applicant on the PCT application. The front page of the PCT publication of PCT/US04/38438 also lists 17 Academy Road, Morris Plains, NJ 07950 as the residence address for Mr. Lindsey.

5. Based on the foregoing facts and circumstances, Mr. Lindsey, having received three (3) complete copies of the application and a formal request to execute the Declaration and Power of Attorney, on each of three separate occasions, has nonetheless refused to sign said Declaration and Power of Attorney for the above identified application.

Dated: October 23, 2007

/Alexander Migirov/  
Alexander Migirov  
Reg. No. 53,326

## ASSIGNMENT

WHEREAS we, **Mark Andreas Mielke**, a citizen of Germany, residing at 283 Main Street, Ridgefield Park, NJ 07660; **Mathew Charles Mathew**, a citizen of Great Britain, residing at 24 Bryand Avenue, Bloomfield, NJ 07003; **William P. Keaveney**, a citizen of the United States of America, residing at 520-204 Newark-Pompton Turnpike, Pompton Plains, NJ 07444; **Richard John Czarnecki**, a citizen of the United States of America, residing at 55 Atherton Court, Wayne, NJ 07470 ; and **William Ford Wilson**, a citizen of Great Britain, residing at 51 Post Avenue, Hawthorne, NJ 07506; **Mark John Lindsey**, a citizen of the United States of America, residing at 17 Academy Road, Morris Plains, NJ 07950 and **Ralph Francis Arcurio**, a citizen of the United States of America, residing at 10 Linvale Lane, Bridgewater, NJ 08807 (hereinafter referred to as the "ASSIGNORS"), have invented certain new and useful improvements in **REACTIVE HYDROXYLATED AND CARBOXYLATED POLYMERS FOR USE AS ADHESION PROMOTERS** for which a PCT International application no. **PCT/US2004/038438** was filed on **November 16, 2004** and whereas **SUN CHEMICAL CORPORATION**, a corporation having an office and principal place of business at 35 Waterview Boulevard, Parsippany, New Jersey 07054-1285 (hereinafter referred to as the "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the improvements and the application;

NOW, THEREFORE, for good and valuable consideration paid by ASSIGNEE to ASSIGNORS, the receipt of which is hereby acknowledged, ASSIGNORS have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the application and all divisions, renewals, substitutes and continuations thereof, and all Letters Patent of the United States that may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent and any legal equivalent thereof, including the right to claim priority, that have been or may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent and any legal equivalent thereof that may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by ASSIGNORS if this Assignment had not been made, to the end of the term or terms for which any Letters Patent and any legal equivalent thereof may be granted;

AND ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNORS HEREBY covenant that ASSIGNORS have the full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith.

AND ASSIGNORS HEREBY further covenant and agree that ASSIGNORS will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNORS respecting the improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the improvements in all countries.

IN TESTIMONY WHEREOF, ASSIGNORS have set their hands and seal to this Assignment.

## Mark Andreas Mielke

Date \_\_\_\_\_

STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me appeared **Mark Andreas Mielke** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

## Mathew Charles Mathew

Date \_\_\_\_\_

STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me appeared **Mathew Charles Mathew** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public



**William P. Keaveney**

Date \_\_\_\_\_

STATE OF )  
 ) ss.:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me appeared **William P. Keaveney** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public









Sender Account Number <b>758820565</b>		Preprint Format No. <b>134017722</b>		3 Payment Sender will be billed unless marked otherwise Bill to: <input type="checkbox"/> Receiver 3rd Party <input type="checkbox"/> Paid in Advance Check No. Amount Billing Reference (will appear on invoice) <b>0-522(US)</b>		Origin <b>HMU</b>		Waybill Number <b>45377533644</b>			
FROM (Company) <b>SUN CHEMICAL CORPORATION</b> Street Address <b>35 WATERVIEW BLVD</b> City <b>PARSIPPANY</b> State <b>NJ</b> ZIP CODE (Required) <b>07054</b> Sent by (Name/Dept) <b>Christa/legol</b> Phone (Required) <b>201-224-4600</b>				4 Service Type One box must be checked Assume none unless noted. 10:30 am Extra charge. *Next Day 10:30 *Next Day 12:00 *Next Day 3:00		5 # of Pkgs <b>1</b>		6 Weight (LBS) <b>1</b>		7 Packaging One box must be checked <input checked="" type="checkbox"/> Express Envelope <input type="checkbox"/> Express Pack <input type="checkbox"/> Other Packaging	
2 TO (Company) PLEASE PRINT NEATLY <b>Kramer Levin</b> Street Address <b>1177 AVE. 12 The Americas</b> City <b>NY</b> State <b>NY</b> ZIP CODE (Required) <b>10036</b> Attention: (Name/Dept) <b>Alex Mugirox</b> Phone (Required) <b>212 715 7519</b> Description <b>C-522(US) - PAI Assign.</b>				Special Instructions <input type="checkbox"/> Saturday Delivery Extra charge Not available for all services and locations. <input type="checkbox"/> Lab Pack Service Shipment Valuation Shipment Value Protection <input type="checkbox"/> \$ <b>.00</b>		8 Service may vary by destination, visit <a href="http://www.dhl-usa.com">www.dhl-usa.com</a> ABSENT A HIGHER SHIPMENT VALUATION, CARRIER'S LIABILITY IS LIMITED TO \$100 PER SHIPMENT, ON ACTUAL VALUE, WHICHEVER IS LESS. SPECIAL OR CONSEQUENTIAL DAMAGES ARE NOT RECOVERABLE. SEE TERMS AND CONDITIONS ON REVERSE SIDE OF THIS NON-NEGOTIABLE WAYBILL.		9 DHL EXPRESS DHL Worldwide Express, Inc. 1200 South Pine Island Road, Plantation, FL 33324 1 800 Call-DHL			
Sender's Signature <b>C. Del</b> Date <b>8/13/07</b>		DHL Signature <b>8/13/07</b>		Payment Details (Credit Card) No. _____ Type _____ Expires _____ Auth. _____		SENDER'S COPY					

Mark Lindsey  
17 Academy Road  
Morris Plains, NJ  
07950

Receipt please - *colina etc*

WB: 62199383991

Sender's Ref:  
Postcode: 07950  
Date: 2007-08-13  
Weight: 0.3 lb  
CHARGE \$6.02  
Description: DOCUMENTS

Service EXP  
Bill To: SENDER  
Parcels 1/1

## EXHIBIT 4

(19) World Intellectual Property  
Organization  
International Bureau



(43) International Publication Date  
2 June 2005 (02.06.2005)

PCT

(10) International Publication Number  
**WO 2005/049662 A1**

- (51) International Patent Classification<sup>7</sup>: C08F 8/42, (74) Agent: PERSLEY, Sidney; 222 Bridge Plaza South, Fort Lee, NJ 07024 (US).  
8/40, C09D 11/02
- (21) International Application Number: PCT/US2004/038438
- (22) International Filing Date: 16 November 2004 (16.11.2004)
- (25) Filing Language: English
- (26) Publication Language: English
- (30) Priority Data: 60/520,966 17 November 2003 (17.11.2003) US
- (71) Applicant (for all designated States except US): SUN CHEMICAL CORPORATION [US/US]; 222 Bridge Plaza South, Fort Lee, NJ 07024 (US).
- (72) Inventors; and
- (75) Inventors/Applicants (for US only): MIELKE, Mark, Andreas [DE/US]; 283 Main Street, Ridgefield Park, NJ 07660 (US). MATHEW, Mathew, Charles [GB/US]; 24 Bryand Avenue, Bloomfield, NJ 07003 (US). KEAVENEY, William, P. [US/US]; 520-204 Newark-Pompton Turnpike, Pompton Plains, NJ 07444 (US). CZARNECKI, Richard, John [US/US]; 55 Atherton Court, Wayne, NJ 07470 (US). WILSON, William, Ford [US/US]; 51 Post Avenue, Hawthorne, NJ 07506 (US). LINDSEY, Mark, John [GB/US]; 17 Academy Road, Morris Plains, NJ 07950 (US). ARCURIO, Ralph, Francis [US/US]; 10 Linvale Lane, Bridgewater, NJ 0807 (US).
- (81) Designated States (unless otherwise indicated, for every kind of national protection available): AE, AG, AL, AM, AT, AU, AZ, BA, BB, BG, BR, BW, BY, BZ, CA, CH, CN, CO, CR, CU, CZ, DE, DK, DM, DZ, EC, EE, EG, ES, FI, GB, GD, GE, GH, GM, HR, HU, ID, IL, IN, IS, JP, KE, KG, KP, KR, KZ, LC, LK, LR, LS, LT, LU, LV, MA, MD, MG, MK, MN, MW, MX, MZ, NA, NI, NO, NZ, OM, PG, PH, PL, PT, RO, RU, SC, SD, SE, SG, SK, SL, SY, TJ, TM, TN, TR, TT, TZ, UA, UG, US, UZ, VC, VN, YU, ZA, ZM, ZW.
- (84) Designated States (unless otherwise indicated, for every kind of regional protection available): ARIPO (BW, GH, GM, KE, LS, MW, MZ, NA, SD, SL, SZ, TZ, UG, ZM, ZW), Eurasian (AM, AZ, BY, KG, KZ, MD, RU, TJ, TM), European (AT, BE, BG, CH, CY, CZ, DE, DK, EE, ES, FI, FR, GB, GR, HU, IE, IS, IT, LU, MC, NL, PL, PT, RO, SE, SI, SK, TR), OAPI (BF, BJ, CF, CG, CI, CM, GA, GN, GQ, GW, ML, MR, NE, SN, TD, TG).
- Published:
- with international search report
  - before the expiration of the time limit for amending the claims and to be republished in the event of receipt of amendments
- For two-letter codes and other abbreviations, refer to the "Guidance Notes on Codes and Abbreviations" appearing at the beginning of each regular issue of the PCT Gazette.

(54) Title: REACTIVE HYDROXYLATED AND CARBOXYLATED POLYMERS FOR USE AS ADHESION PROMOTERS

(57) Abstract: A polymer complex is disclosed which is the reaction product of one or more polymers having a terminal or pendant hydroxyl group, or a terminal or pendent-carboxyl group, or combinations thereof, with at least one metal complex and one alkyl phosphate. This polymer complex acts as an adhesion promotion agent as well as a viscosity stabilizer when formulated in a printing ink or coating.



WO 2005/049662 A1



## EXHIBIT 5

SUN CHEMICAL CORPORATIONTECHNICAL INFORMATION AGREEMENT

## ALL RESEARCH &amp; DEVELOPMENT PERSONNEL

M LINDSEY  
Employee's NameG.P.I  
Division6/8/98  
Date

During the course of your employment by Sun Chemical Corporation ("SUN"), you will necessarily have access to and acquire information regarding trade secrets and proprietary confidential information belonging to SUN. These trade secrets and proprietary confidential information includes, for example, formulae and compositions of matter and processes relating to the manufacture of SUN's products, designs, drawings and blueprints, lists of SUN's customers and suppliers, compositions of matter, methods of manufacture of products under investigation in the laboratories, pilot plants or plants of SUN, information on markets and uses and applications, including customer lists, customer characteristics and requirements, and information on pricing policies and marketing strategies. SUN has acquired this trade secret and proprietary information at great expense and, therefore, takes every reasonable precaution to prevent disclosure of any part of it to unauthorized persons.

This letter, when accepted by you, will evidence your agreement, as part of the consideration of your employment by SUN and other good and valuable consideration which you have received:

1. That you will not, in any manner, either before or after any termination of your employment with SUN, disclose to any person, other than authorized SUN personnel, any of the information which you may acquire, during the period of your employment, with regard to the said trade secrets and proprietary confidential information of SUN; and further, that upon any such termination of your employment with SUN, you will return to SUN all property and documents belonging to SUN, including but not limited to technical reports, market-research reports, files, correspondence, plans, research notebooks, customer lists and planning documents.

2. That any and all inventions, discoveries or improvements made by you during your employment by SUN which relate to or are useful in the business of SUN, will be the exclusive property of SUN, and will be regarded as SUN's trade secrets.
3. That, irrespective of whether your employment by SUN may have terminated, you will sign any and all documents necessary or appropriate to evidence such exclusive ownership in SUN, including, without limitation, patent applications and such documents as shall be necessary or appropriate to permit the expeditious preparation, filing or prosecution of such patent applications, or the issuance of patents thereon.
4. (a) That you will not, anywhere in the United States or Canada, during your employment by SUN, directly or indirectly own, manage, operate, control, serve, be employed by or be connected in any way with any person, firm, corporation, partnership, sole proprietorship or any other entity competitive with SUN.  
  
(b) That you will not, anywhere in the United States or Canada, for a period of one (1) year from the date of termination of your employment with SUN, directly or indirectly, either as owner, manager, employee, consultant or in any other capacity, participate in any way with the technical functions, including but not limited to research and development and technical service, of any person, firm, corporation, partnership, sole proprietorship or any other entity which sells, manufactures, distributes or supplies graphic arts materials including printing inks, pigment compositions, printing plates and/or photographic film for utilization in the graphic arts, except that you may provide such technical services with a diversified company provided that your services relate solely to that part of its business which is unrelated to the sale, manufacture, distribution or supply of graphic arts materials, including printing inks, pigment compositions, printing plates and/or photographic film for utilization in the graphic arts and further provided that, prior to your agreeing to provide such services, SUN receives assurances satisfactory to it from the company that you shall not be required to perform technical functions related to the sale, manufacture, distribution or supply of graphic arts materials, including printing inks, pigment compositions, printing plates and/or photographic film for utilization in the graphic arts.  
  
(c) If you are unable to obtain employment consistent with your training and education solely because of the provisions of subparagraph (b), such provision shall bind you only so long as SUN makes payments to you of an

amount equal to your monthly base pay at termination (exclusive of extra compensation or employee benefits) on or before the fifteenth (15th) day of each month. You will, during each month for which you claim payments, give SUN a detailed written account of your efforts to obtain employment and such account will include a statement by you that, although you conscientiously sought employment, you were unable to obtain it solely because of the provisions of this paragraph. It is understood that SUN shall, at its option, be relieved of making a monthly payment to you for any month during which you have failed to account to SUN as provided for herein.

- (d) You shall be relieved of your agreement as herein set forth if SUN gives you written permission to accept available employment, or gives you a written release from the obligations of subparagraph (b). If you obtain employment following submission of a claim under subparagraph (c), you shall promptly give written notice of such employment to SUN and SUN shall not be required to make any payments to enforce your agreement herein contained. It is understood that SUN may discontinue the aforesaid monthly payments at any time and that the total sum to be paid by SUN shall in no event be any amount greater than the equivalent of twelve (12) such monthly payments.
  - (e) That although you and SUN consider the restrictions in this paragraph to be reasonable, if such restrictions are found by any court having jurisdiction to be overly broad or unreasonable in any respect then, and in each such case, the restrictions herein contained shall nevertheless remain effective, but shall be limited, modified or construed such that they may be considered reasonable by such court, and shall be enforced as so limited, modified or construed.
- 5. That you have represented that you have no agreement with or obligations to others in conflict with this agreement; that your employment is not for any definite period and may be terminated by either party at any time.
  - 6. This agreement and your rights and obligations hereunder may not be assigned or otherwise transferred by you. SUN may assign its rights, together with its obligations hereunder, in connection with any sale, transfer or other disposition of all or substantially all of its business in connection with which you are employed.
  - 7. The conditions and provisions hereinabove set forth shall be severable, and if any condition or provision or portion

thereof shall be held invalid or unenforceable, then said condition or provision shall not in any manner affect any other condition or provision of this agreement and all other conditions and provisions shall continue in full force and effect.

By signing this letter, you hereby acknowledge that you have read and understood the contents hereof and are in agreement therewith. It is also understood that the agreement evidenced by this letter constitutes the entire agreement between you and SUN, and cannot be changed or modified except in writing by an officer of SUN.

SUN CHEMICAL CORPORATION

By T. W. Witkowski  
Thomas W. Witkowski  
Vice President

Date \_\_\_\_\_

ACCEPTED. Receipt of a copy  
of this agreement acknowledged.

M. Lindsa  
Employee  
Date 6/8/98